

03-R-0212

**AN AMENDED RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION TO REQUEST THE MAYOR TO COMMENCE DIALOGUE WITH UNION LOCAL 1644, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES PACE, IAFF LOCAL #134, IBPO, AFL-CIO TO DEVELOP A MEMORANDUM OF UNDERSTANDING THAT CREATES A PARTNERSHIP AMONG THE MAYOR, THE UNION AND CITY EMPLOYEES THAT PROMOTES HARMONIOUS RELATIONSHIPS BETWEEN ALL PARTIES AND ENSURES THE EFFICIENT OPERATION OF CITY DEPARTMENTS AND THE WELL-BEING OF EMPLOYEES, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta, as a matter of course, wants to ensure the efficient operation of City Departments in the delivery of services to its citizenry and customers; and

WHEREAS, City employees are key to the efficient delivery of City services; and

WHEREAS, due to recent and past actions that have required City employees to be furloughed, RIF'ed, forego annual increments, and accept increased benefit costs, employees are skeptical of the City administration to consider their well-being; and

WHEREAS, employee skepticism, fear of job loss, furlough and concern for their overall well-being may impinge on the efficient operation of City Departments in the delivery of services to citizenry and customers; and

WHEREAS, a Memorandum of Understanding between the Mayor, Union Local 1644, American Federation of State, County and Municipal Employees, *PACE*, *IAFF Local #134*, *IBPO*, AFL-CIO and City employees would alleviate a great deal of skepticism and fear of City employees, thereby increasing productivity and efficiency of City operations and service delivery.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor commence dialogue with Union Local 1644, American Federation of State, County and Municipal Employees, *PACE*, *IAFF Local #134*, *IBPO*, AFL-CIO for development of a Memorandum of Understanding that creates a partnership among the Mayor, the Union and City employees that promotes harmonious relationships between all parties and ensures the efficient operation of city departments and the well-being of employees.

Amendment incorporated by krp/OMC 2/26/03

A true copy,

Rhonda Daughin Johnson
Municipal Clerk, CMC

ADOPTED as amended by the Council
APPROVED by the Mayor

FEB 17, 2003
FEB 25, 2003

MEMORANDUM OF UNDERSTANDING

between

**THE MAYOR OF THE
CITY OF ATLANTA**

and

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
Local 1644**

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Preamble

This Memorandum of Understanding is entered in by the Mayor of the City of Atlanta, Shirley Franklin, hereinafter referred to as the Mayor, and Union Local 1644, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union

This Memorandum of Understanding has been developed to create a partnership that promotes harmonious relations, cooperation, and understanding between the Mayor, the union and the employees covered. The agreement serves to: ensure the well-being of employees and the efficient operation of the departments in which they are employed; established and maintain an understanding relative to personnel policies, practices, and procedures involving wages, hours, and other conditions of employment; and provide a means for amicable discussion and reconciliation of matters of mutual interest.

The fundamental precept is to cultivate a stronger partnership through Meet & Confer Sessions and discussions, thereby elevating the level of participation by the Union as we work together to improve the delivery of quality customer service to Atlanta's citizens. We enter into this Memorandum of Understanding committed to this continuous development of our employees and the amicable resolution of any differences.

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CHAPTER I

RECOGNITION OF PARTIES AND AUTHORITY

General Provisions. The Union has been approved and recognized, in accordance with the dues check off provisions set forth in the City Code of Ordinances, Chapter 114, Sec. 114-28, Deduction of labor organization dues from salaries. The Union represents employees in the following departments of the City of Atlanta: Administrative Services; Aviation; Corrections; Parks, Recreation and Cultural Affairs; Public Works and Water Shed-. The aforementioned employees share a community of interest with respect to hours of work, wages and other terms and conditions of employment.

During the term of this Memorandum of Understanding, the Mayor or her designee shall engage in monthly periodic discussions with the Union or when either party requests such, regarding legislative changes to hours of work, wages and other terms and conditions of employment, prior to submission of relevant legislation to the City Council or changes in Department PPB'S . The discussions shall be to the full extent provided by applicable city, state and federal law.

The Mayor will provide training to managers and employees regarding the articles set forth in this Memorandum of Understanding to promote an atmosphere of parity and harmony within the work environment.

The Mayor or her designee shall also ensure that the Union is afforded the opportunity to participate in the Quality Customer Service and Performance Management (QPAI) initiatives set

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forth by the executive branch of government. The Mayor or her designee agrees to discuss with the Union any proposed change in the Code of Ordinances that affect the hours of work, wages and other conditions of employment, prior to submission of relevant legislation to the City Council.

Executive Authority. This Memorandum of Understanding is entered into by the Mayor of the City of Atlanta in her capacity as head of the executive branch. Notwithstanding the provisions of this Memorandum, the Mayor expressly retains and reserves all authority granted her by the City of Atlanta Charter and Code of Ordinances. The Mayor or her designee agrees to discuss with the Union any change of the Code of Ordinances that affect the hours of work, wages and other conditions of employment.

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CHAPTER II

ADMINISTRATION OF UNDERSTANDING

Preservation of Chapters. Should any chapter, section or portion of this Memorandum of Understanding be found in conflict with federal, state or local laws, such findings shall apply only to the specific article, section or portion involved and shall not invalidate the remaining portions of the Memorandum of Understanding. If any provision should conflict with such laws, such provisions shall be modified to the extent possible to conform to such laws. **This Memorandum of Understanding is not designed to serve as a collective bargaining agreement.**

Notice. Any notice to be given by this Memorandum of Understanding to the Mayor or her designee or to the Union and not hereto fore specified shall be given to the Director of Labor Relations where applicable in writing by certified mail. Any notice to be given to the Union shall be in writing by certified mail, addressed to the Executive Director, Local 1644, American Federation of State, County and Municipal Employees, AFL-CIO

Duration of Understanding. The provisions of this Memorandum of Understanding shall remain in full force and effect for a period of four (4) years or until its termination by either the Union or the Mayor.

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Civil Service Code and Labor Relations Code. The Mayor or her designee, the Union and other employees shall follow all employer/employee guidelines set forth in Chapter 114 of the Code of Ordinances of the City of Atlanta. The City shall make available copies of Civil Service Codes and Labor Relations Codes to all employees.

Civil Service Board. The Mayor will make certain that at least one of the Hearing Officer positions on the Civil Service Board is filled by a candidate from the slate proffered by the Union.

CHAPTER III

UNION STEWARDS AND REPRESENTATION

The Mayor or her designee recognizes the Union and its designated Union Stewards, Chapter Chairperson, Local President and representatives, whether local or international.

Union staff representatives shall be admitted to the buildings and grounds of the City during working hours for the purpose of assisting in the resolution of grievances, and the conducting of other Union business, except Union solicitation and Union meetings, or Union activities which would disrupt the normal work schedule. Meetings with all employees assigned to a particular area may be requested by the Union Representative or Chapter Chairperson and held on City property during work hours upon prior notification and approval of the Commissioner of the affected department and the director of Labor Relations or their respective designees, which permission shall not be unreasonably withheld. No employee shall be required to attend any such meeting.

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The Union shall notify the Commissioner of Personnel and Human Resources and the appropriate Bureau Director within five (5) days of the designation of changes for Union Stewards and Chapter Officers. A written list of Union Stewards and Chapter Officers shall be furnished to the Director of Labor Relations within ten (10) days after their designation.

The appropriate Union Stewards or Chapter Chairperson may be granted reasonable time off during working hours to investigate employees concerns and grievances during the grievance or disciplinary process or to meet and confer with the Director of Labor Relations, upon giving notice and receiving approval by his/her supervisor, which approval may not be unreasonably withheld. All investigative work must be conducted prior to any grievance meeting. The Union Steward or the Chapter Chairperson, the aggrieved employee process and required witnesses shall be granted reasonable time off during working hours to meet with the appropriate person at each step in the grievance process.

Employees have the right to Union representation during any inter-departmental investigation that could reasonably lead to disciplinary action. After a request for representation, a reasonable amount of time must be afforded the employee to secure his/her representative. For the purpose of this article, a reasonable amount of time to obtain representation will be four (4) hours for incidents that could lead to alcohol/drug tests or emergency situations. In all other cases, a reasonable amount of time will be up to forty-eight (48) hours.

If an employee appellant/grievant or witness is required by the City or as a witness for the employee to come in when he/she is not scheduled to work in order to attend the grievance meeting, or appeal hearing, the employee shall be compensated in the manner provided by City ordinance.

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The Labor-Management Relations Ordinance of the City of Atlanta shall govern the grievance, discipline, and appeals process. The grievance procedure should be spelled out and appeal rights included. The Mayor or her designee may engage in periodic discussions with the Union regarding legislative changes to the City's Labor-Management Relations Ordinance.

CHAPTER IV

UNION OPERATION

Bulletin Boards. The City shall provide reasonable bulletin board space where notices of official Union matters may be posted by Union representatives. Bulletin boards shall be in conspicuous places and accessible to Union officials.

Release Time. The City shall release a full time employee for the purpose of representation. The Union will notify to Personnel, in writing, the designated employee.

The Union is encouraged to work with the City in disseminating applicable City policies to its members and other City employees.

Payroll Deduction of Union Dues. Eligible permanent employees (non-probationary) of the City of Atlanta may authorize payroll deductions for the purpose of paying Union dues. No authorization shall be allowed for the payment of initiation fees, assessments or fines. A form, which is mutually acceptable to the City and the Union, shall be used by each employee to authorize deductions for Union dues. Any such form shall provide for its revocation by the employee without penalty during the months of January and July of each year upon certified written notice to the Chief Financial Officer and Local 1644 Executive Director.

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In the event that the Union increases Union dues, the Secretary-Treasurer of the Union shall notify the City's Chief Financial Officer at least thirty (30) days prior to the effective date of the dues increase. The dues shall be deducted in an amount certified by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the tenth (10th) day after payroll. In addition, the City will submit monthly to the Union a listing of all new eligible employees within the bargaining unit. The Union will indemnify, and hold the City harmless against any claims made or any suits instituted against the City resulting from payroll deduction of Union dues. The Union agrees to refund to the City any amounts paid to it in error through payroll deduction provision upon presentation of proper evidence thereof.

The Director of Labor Relations and the Union will together determine which classification is the eligible Department, Bureaus and Officers will be eligible for dues deduction. When a position is reclassified, dues deduction will be automatically continued unless the Director of Labor Relations and the Union determine that the classification is no longer eligible for dues deduction.

City of Atlanta Labor Relations Ordinance shall be amended to read:

Employees union shall be required to submit proof of 50% plus 1 union membership every four years in odd years.

An "Authorization for Payroll Deduction" form appears at the conclusion of this chapter.

Job Action. In accordance with the City ordinance governing the payroll deduction of dues, the Union shall not engage in, encourage, or approve any strike, slowdown or other work stoppage

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growing out of any dispute relating to the terms of this Memorandum of Understanding. The Union shall take whatever lawful steps necessary to prevent any interruption of work in violation of this Memorandum of Understanding, recognizing with the Mayor that all matters of controversy coming within the scope of this Memorandum of Understanding shall be settled by established procedures.

AUTHORIZATION FOR PAYROLL DEDUCTION

City of Atlanta, Georgia

By: _____

Dept: _____

(Please Print) Last Name-First Name Initial

Address: _____

Street, City, & Zip

Phone: _____

I, the undersigned, hereby designate the American Federation of State, County and Municipal Employees, AFL-CIO, as my duly chosen and authorized representative on matters relating to my employment. I further request and authorize the deduction from my earning each payroll period an amount sufficient to provide for the regular payment of the current rate of monthly Union dues established by the AFSCME Local Union. The amount shall be so certified. The amount deducted shall be paid to the Treasurer of the Local Union, AFSCME. I understand that I may revoke this authorization during the months of January and July by written notification to the Chief Financial Officer and the Executive Director of AFSCME Local 1644.

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Social Security No. _____

Signed _____

CHAPTER V
TERMS AND CONDITIONS OF EMPLOYMENT

Overtime and Compensatory Time. Overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA). Overtime may not be compulsory or mandatory except in the case of emergencies or the inability to recruit sufficient employees willing to voluntarily work overtime. In those cases, rotation rosters will be compiled and posted to determine which employees will work mandatory or compulsory overtime. Those selected will be given notice 24 hours in advance except in those cases of immediate emergency.

Overtime, to the extent practicable, shall be offered so that employees in the same classification and the same area shall have an equal opportunity to accept or decline overtime. A system of rotation will be established and the departmental specifies discussed with and agreed to by the parties prior to implementation.

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Employees nonexempt from FLSA may be given compensatory time off in lieu of overtime pay at the same overtime rate to which the employee is entitled, provided the employer offers or the employee chooses this option before overtime is performed.

Employees exempt from FLSA may be given compensatory time off at the rate of one hour for each hour worked beyond their regularly scheduled work period. Exempt employees are not eligible for overtime pay.

Each employee must use all compensatory time accrued by the end of the calendar year in which the time was earned. Except when work emergencies prevent the use of properly requested and approved leave, such leave may, with the request of the department head and the approval of the Personnel Director, be used in the following calendar year. Request for compensatory time will not be unreasonably denied and will not be denied to avoid the payment of overtime. All City employees who qualify can accrue a maximum of 160 hours of compensatory time. When an employee reaches his/her maximum accrual all subsequent overtime will be paid at the applicable rate.

Reporting and Call Back Pay. Employees required to report to work prior to their regularly scheduled time or who are called back to perform a task after completion of their regular shift shall be paid in accordance with FLSA and appropriate State and City regulations. Whenever an employee is called back to work he/she will receive a minimum of 4 (four) hours pay.

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Inclement Weather. Inclement weather is defined as extreme conditions of heat, cold, snow, ice, rain and high winds, or combination of the above, in the opinion of the Appointing Authority or his/her designee. Inclement weather would result in conditions that are detrimental to the health, safety and welfare of the employees in performing their normal duties and responsibilities and would prevent or curtail performance of these duties. Employees whose duties require them to work outside during inclement weather shall be assigned duties inside or shall be allowed to seek safe shelter inside until such inclement weather conditions improve. If an employee is required to work outside in inclement weather, safety precautions shall be taken to include the use of proper equipment.

Working Conditions. Working conditions including, but not limited to, sick leave, injury on duty, leave of absence, hours of work, overtime and all other working conditions shall be governed by City ordinances and Civil ordinances and Civil Service Rules and Regulations. Seniority used in the context of designated vacation periods shall be determined by length of service within the city. Seniority with regard to accumulation of vacation time or calculations of retention points during reduction in force shall be determined by length of service in City employment. Seniority and employee's most recent performance appraisal rating are the factors used to calculate retention points.

Wage Adjustments. The Mayor or her designee shall engage in periodic discussions, during fiscal year, with the Union regarding legislative changes on compensation, working conditions and benefits, prior to submission to the City Council. Specific discussions on the developed package may take place before and during the budget process. "Compensation" for the purpose

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of this paragraph shall be defined as a wage increase, such as a cost-of-living increase or a one time incentive payment, or other payments affecting an employee's total compensation.

CHAPTER VI

CONTRACTING AND SUBCONTRACTING

During the term of this Understanding the Mayor will not propose to contract out to subcontract the work now being done by present employees covered by this Understanding except in the case that the Mayor and Council declare that the City is in a state of financial emergency and its implications. The Mayor and the Union will meet further to reach means of alleviating the impact of said emergency on City employees.

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CHAPTER VII
LEAVE BENEFITS

The City offers its employees a number of leave benefits. They are briefly outlined below.

Annual Leave. Employees shall be granted annual leave in accordance with the following schedule.

<u>Years of continuous Service</u>	<u>Days/Hours Accrued</u>	<u>Maximum Accrual (Carry Over)</u>
0 to 5 Years	12 Days/ 96 Hours	25 Days/ 200 Hours
5 to 10 Years	15 Days/ 120 Hours	25 Days/ 200 Hours
10 to 15 Years	18 Days/ 144 Hours	35 Days/ 280 Hours

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15 to 20 Years	21 Days/ 168 Hours	35 Days/ 280 Hours
20 Years & Up	25 Days 200 Hours	45 Days 360 Hours

The rate of annual leave shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period, but will not include shift differential pay. The employer will determine the number of employees on annual leave in a given week to assure orderly operation of the respective divisions, facilities, and functions. Within these parameters annual leave will be granted as far as possible in advance in accordance with employee preference and in line with departmental seniority and employee classification.

A vacation schedule shall be posted no later than the 1st week of each year in order to permit employees to express their choice of annual leave days by February 1st. The schedule shall contain the number of employees who can take annual leave on the same day and each employee's annual leave approval shall be posted no later than February 15th. After February 15th, additional vacation days will be approved on a first come, first served basis.

An employee may receive advance pay two (2) working days prior to taking annual leave if the annual leave is for five (5) continuous working day or more. The employee must apply in person for the pay to the Bureau of Employee Benefits at least two weeks prior to taking annual leave. Annual leave shall be considered time worked for purposes of determining FLSA compliance.

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Sick Leave. Employees in permanent, full-time status earn 13 days of sick leave each year. Maximum accumulation of sick leave is unlimited. Sick leave may not be used in units of less than two hours.

Employees eligible for sick leave with pay shall be granted such leave by the Department Head for the following reasons: person illness, injury, or disability; consultation or treatment for personal medical, dental, chiropractic, or optical conditions; exposure to a contagious disease that would endanger others; reasons of maternity; or death or illness of a member of an employee's family, as defined by City code, that requires the employee's personal care and attendance. An employee's Bureau Director or Department Head may require verification of a death or illness. Such verification must be submitted in a reasonable time frame.

In case of emergency, employees who, because of protracted illness, have used all accumulated sick leave and annual leave may be advanced sick leave upon the recommendation of the Personnel Director and/or the approval of the Chief Financial Officer. Sick leave used shall be considered time worked for purposes of FLSA calculations and compliance.

Holidays. The following day shall be recognized and observed as paid holidays during the term of the Memorandum of Understanding: New Year's Day (January 1), Martin Luther King Junior's Birthday (Third Monday in January), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Veterans Day (November 11), Thanksgiving (Fourth Thursday and Friday in November), and Christmas Day (December 25).

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Employees assigned to work on a given holiday shall receive straight time plus time and a half pay for having worked the holiday (Premium Pay). Holiday leave used shall be considered time worked for purposes of FLSA calculations and compliance.

Family Medical Leave. Classified, unclassified and temporary employees, who have worked at the city for at least twelve (12) months and have provided at least twelve hundred and fifty (1,250) hours of service during the twelve (12) months before the date leave is to begin, shall be entitled to take family medical leave.

Eligible employees may take up to a total of twelve (12) weeks of leave during any twelve (12) month period for one or more of the following reasons: the birth of a child; the placement of a child with the employee for adoption or foster care; the care of the employee's spouse, son daughter, parent or spouse's parent who has a serious health condition; or a serious condition that makes the employee unable to perform the essential functions of the employee's position. Family medical leave can be a combination of annual leave, sick leave, compensatory time, and leave without pay.

The entitlement guarantees that the employee who takes family medical leave has the same job or a job with equivalent status and pay when he/she returns from leave. The City will continue an employee's health benefit coverage during the leave period with the employee remaining responsible for his/her share of the premium. An employee who fails to return from family medical leave will be responsible for the City's portion of insurance premiums for the period of leave.

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Employees wishing to apply for family medical leave should contact the Bureau of Personnel Administration, Policy and Information Division at (404) 330-6375.

Maternity Leave. Maternity leave shall be defined as period of approved absence because of incapacity relating to pregnancy and confinement. Maternity leave may be charged to sick leave or any combination of sick leave, annual leave and leave without pay at the employee's option.

Educational Leave. Educational leave is granted to permanent full-time employees only when it does not adversely affect City services.

The city agrees to permit city employee, his (her) spouse, or one dependent to attend Georgia State University without the cost of tuition.

Union Stewards receiving Union-sponsored training may request an educational leave of absence. The leave of absence must be approved by the approved authority within the Department.

Military Leave. Any employee who, in order to perform military service, has left or leaves a position in the service of the city, other than a temporary position, and who receives a certificate of completion of military service; is still qualified to perform the duties of such position; and makes application for reemployment within 90 days after such person has been relieved from such service shall be restored to such position or to a position with like seniority, status and pay,

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unless the circumstances of the city have so changed as to make it impossible or unreasonable to do so.

Civil Leave. An employee shall be entitled to time off with pay when performing jury duty or when subpoenaed to appear before any public body or commission.

Leave of Absence Without Pay. Leave of absence without pay may be granted to permanent employees by the Department Head, upon notification of the Personnel Director, for a period not exceed one (1) year. The following types of leave will be considered: Military leave, maternity leave, sick leave, or educational study leave of absence.

Other Provisions. Failure to return at the expiration of approved leave shall be considered as absence without leave. All other provisions are governed by applicable City Ordinance. Employer shall provide 15 days notice via certified mail prior to an employees return date, specifying the date, time and location of return from leave.

CHAPTER VIII

DISPARATE TREATMENT PROHIBITED

The Union and Mayor agree, in accordance with applicable City, State, and Federal Laws, that no employee shall be discriminated against, harassed or discharged because of Union membership, race, sex, age, national origin, marital status, sexual orientation, religion, political affiliation or physical disability. The term "employee" used in this Memorandum of Understanding refers to both female and male.

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This Memorandum of Understanding cannot be construed to require an employee to join the Union or any other employee organization. Neither the Union nor Management shall coerce any employee in the exercise of the right to join or not join the Union. The executive branch of government, its supervisors, the Union, or any other person in authority shall not coerce, intimidate, harass or in any other manner discriminate against any employee who exercises the right to join, not join, or continue membership in the Union. (Reference Atlanta City Code Sec. 114-504)

CHAPTER IX

DRUG ABUSE AND REHABILITATION PROGRAM

The Alcohol and Drug Abuse Rehabilitation Program shall be adhered to as prescribed by the Substance Abuse Policy in the Code of Ordinances of the City of Atlanta.

Employees who consult the Bureau of Psychological Services will be told that they have a right to representation before they sign a treatment agreement with the agency.

Employees who voluntarily enter BPS and sign a treatment agreement have the right to annul such agreement at any time within the first two (2) workdays following entering the agreement.

Employees who enter a treatment program and fail to meet any part of the commitment will be issued a warning that disciplinary action will likely follow if they do not immediately bring themselves into compliance and that they have a right to representation when they return to the program.

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Employees who are directed to take a test for cause will be directed to take only an alcohol test if the reasonable cause is the smell of alcohol or other indication that the employee has imbibed in alcohol.

Employees testing positive during a random screening or reasonable suspicion will be suspended for thirty (30) days without pay and must enroll in and complete a City paid Employee Assistance Program for Substance Abuse. The employee will be allowed to return to their normal position at the end of that period (unless otherwise agreed upon by the City, Union, and Substance Abuse Professional (SAP) if a negative test is produced. The City will pay for the cost of the EAP, but the employee will be subject to random testing for a period of twenty-four months. Testing positive during this twenty-four month period will result in immediate termination.

Employees being rehabilitated shall be entitled to use accumulated vacation time and sick days as prescribed by City ordinance. After exhausting these benefits, the employee may be advanced sick leave benefits as prescribed by City Code. Sick leave borrowed will be repaid through future service, or in the event of termination, from wages and benefits due at the time of termination.

Representatives of the Bureau of Psychological Services shall meet annually with designated Union officers to inform them of the objectives and benefits of the program.

Employees who voluntarily submit to a Employer paid Employees Assistance Program for Substance Abuse will be placed into a 'non-safety sensitive' position for a period of sixty (60)

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days (unless otherwise agreed upon by the Employer, Union and Substance Abuse Professional (SAP) and be allowed to return to their normal position at the end of that period.

As necessary, employee's participation in an Employee Assistance Program will be entitled to use accumulated vacation leave and sick leave days. After exhausting these benefits, the employee may be advanced sick leave benefits as outlined in Article VIII, Section 5A.

CHAPTER X

RETIREMENT

All permanent employees of the City, except sworn police and fire personnel, participate in the General Employee's Pension Plan. The benefit formula is as follows:

2% X Years of Service X Average Monthly Salary
(highest three consecutive years).

Retirement options include:

Normal Retirement	Age 60 with 15 years of service
Early Retirement	15 years of service (benefits reduced depending upon age of retirement).

Employees may also vest their pension after at least five (5) years of service and termination of employment. Under this option, they will receive a pension benefit starting at age 60, provided the employee's pension contributions are maintained in the fund.

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Employees who do not retire are eligible for a refund of their contributions plus 5 percent interest per annum, upon leaving employment.

The Employee's percentage contribution to the General Employees' Pension Plan will not increase over the term of this agreement.

IN WITNESS WHEREOF, the parties agree and affix their signatures below on this day of
_____, 2002

FOR THE:

FOR THE:

**AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO, Local 1644**

CITY OF ATLANTA

International President/Secretary Treasurer

Mayor, City of Atlanta

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Administrator

Chief Operating Officer

Deputy Administrator

**Commissioner, Department of
Personnel, and Human Resources**

President, Local 1644

Director, Bureau of Labor Relations

RCS# 4470
2/17/03
2:22 PM

Atlanta City Council

Regular Session

CONSENT I

Pgs. 1-11: Except 03-R-0224

ADOPT

YEAS: 14
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	NV Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Boazman	NV Woolard

CONSENT I

2/17/03 FULL COUNCIL MEETING

**Items Adopted on the
Consent Agenda**

1. 02-O-0037
2. 03-O-0127
3. 03-O-0185
4. 03-O-0187
5. 03-O-0085
6. 03-O-0125
7. 03-R-0143
8. 03-R-0144
9. 03-R-0189
10. 03-R-0210
11. 03-R-0211
12. 03-R-0212
13. 03-R-0213
14. 03-R-0145
15. 03-R-0146
16. 03-R-0149
17. 03-R-0150
18. 03-R-0151
19. 03-R-0152
20. 03-R-0153
21. 03-R-0160
22. 03-R-0207
23. 03-R-0208
24. 03-R-0209
25. 03-R-0141
26. 03-R-0142
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29. 03-R-0129
30. 03-R-0130
31. 03-R-0131
32. 03-R-0132
33. 03-R-0133
34. 03-R-0134
35. 03-R-0135
36. 03-R-0136

37. 03-R-0161
38. 03-R-0162

**Items Adversed on the Consent
Agenda**

39. 03-R-0137
40. 03-R-0138
41. 03-R-0139
42. 03-R-0163
43. 03-R-0164
44. 03-R-0165
45. 03-R-0166
46. 03-R-0167
47. 03-R-0168
48. 03-R-0169
49. 03-R-0170
50. 03-R-0171
51. 03-R-0172
52. 03-R-0173
53. 03-R-0174
54. 03-R-0175
55. 03-R-0176
56. 03-R-0177
57. 03-R-0178
58. 03-R-0179
59. 03-R-0180
60. 03-R-0181
61. 03-R-0201

Consent I Vote: 14Yeas; 0 Nays: (See RCS #4470)
Item Removed from the Consent Agenda: 03-R-0224